

JPA #91-35

CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY

NR 91-1065

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and YAVAPAI COUNTY, hereinafter called "COUNTY",

WHEREAS, the STATE is empowered by Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE,

WHEREAS, the COUNTY is empowered by A.R.S. Section 11-251 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COUNTY.

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System in Yavapai County. This work shall consist of the installation of new traffic signals at the following location:

SR 69 at Prescott Country Club Dr./Fain Road

MP 283.5 - Yavapai County

Project 69 YV 283.5 IIX 006 01C

NO. <u>15742</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/18/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>[Signature]</u>

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall furnish all materials and construct the traffic signals on SR69 at Prescott Country Club Dr./Fain Road, MP 283.5 in Yavapai County.

2. The COUNTY, upon completion of the work shall reimburse the STATE for 50% of the final construction and engineering costs on SR 69 at Prescott Country Club Dr./Fain Road, MP 283.5, not to exceed \$40,000 for its share of the cost of the work.

3. This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional.

4. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. §38.511.

5. The provisions of A.R.S. §35-214 are applicable to this agreement.

6. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

7. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

8. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the COUNTY is authorized under the laws of this STATE to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

Roger L. Hutto
State Traffic Engineer

DATE:

4/22/91

YAVAPAI COUNTY

BY:

Bill Feldman

TITLE:

Chairman, Board of Supervisors

DATE:

4-8-91

ATTEST:

Ann. Evelyn Case
Clerk of the Board

RECOMMENDATION

8 APRIL 1991

EXHIBIT "A"


TO: The Honorable Yavapai County Board of Supervisors

FROM: Angelo Manera, Jr.
Public Works Director

REFERENCE: Intergovernmental Agreement

I have reviewed the proposed Construction Intergovernmental Agreement between the Arizona Department of Transportation and Yavapai County for the installation of traffic signals on SR 69 and Prescott Country Club Drive/Fain Road., MP 283.5 in Yavapai County. It is my determination that it would be in the best interest of Yavapai County to enter into this agreement. Therefore, it is my recommendation that this Intergovernmental Agreement be approved.

Respectfully submitted,


Angelo Manera, Jr.
Public Works Director

APPROVED


Chairman, Yavapai County Board
of Supervisors

ATTEST

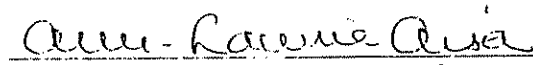

Clerk, Board of Supervisors

EXHIBIT "B"

APPROVAL OF THE ATTORNEY

I hereby state that I have reviewed the proposed Construction Intergovernmental Agreement between the STATE OF ARIZONA, ARIZONA DEPARTMENT OF TRANSPORTATION and YAVAPAI COUNTY, and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 2nd day of April, 19 91.

YAVAPAI COUNTY

BY:

Mr. Randolph S. Scler
County Attorney

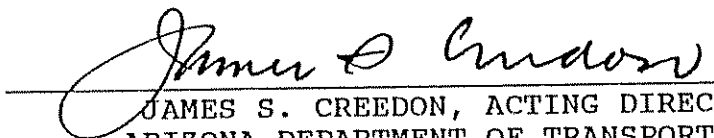
CONSTRUCTION - TRAFFIC SIGNALS

SR69 @ PRESCOTT COUNTRY CLUB DR./FAIN RD.
Project HX 006 01C

YAVAPAI COUNTY

RESOLUTION

BE IT RESOLVED, on this 25 day of May, 1991, that I, JAMES S. CREEDON, as Acting Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona, that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into a Construction Intergovernmental Agreement with YAVAPAI COUNTY for the installation of traffic signals and/or highway lighting justified by a signal warrant study. YAVAPAI COUNTY shall reimburse the STATE for 50% of the final construction and engineering costs not to exceed \$40,000 for its share of the cost of this work. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.



JAMES S. CREEDON, ACTING DIRECTOR
ARIZONA DEPARTMENT OF TRANSPORTATION

XXXXXXXXXXXXXXXX

Grant Woods

INTERGOVERNMENTAL AGREEMENT

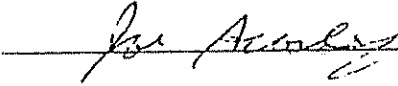
DETERMINATION

A. G. Contract No. KR 91-1065, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11 day of June, 1991.

GRANT WOODS
Attorney General


Assistant Attorney General
Transportation Section